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ARAMARK Sports, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DAVID ALAS,

Plaintiff,

vs.

ARAMARK SPORTS, LLC; and
DOES 1 THROUGH 50, inclusive,

Defendants.

Case No. CV 11-1915-PSG (JEMx)

[Assigned to Hon. John E. McDermott for
discovery matters]

DISCOVERY MATTER

**[PROPOSED] ORDER RE
STIPULATION OF CONFIDENTIALITY
AND PROTECTIVE ORDER**

Complaint Filed: January 19, 2011

Removal Date: March 4, 2011

Trial Date: March 13, 2012

1
2 **WHEREAS**, the Court may enter a protective order upon a showing of good
3 cause; and

4 **WHEREAS**, the parties anticipate that discovery will require production of
5 documents and information that one or more of the parties regards as sensitive
6 business information, financial information, confidential personnel information,
7 trade secrets, medical information, and other confidential and proprietary
8 information and that disclosure of this information to competitors and the general
9 public would be prejudicial and detrimental to the parties, and litigation over claims
10 of confidentiality would unduly consume the resources and time of the Court and
11 parties; and

12 **WHEREAS**, the parties believe in good faith that certain documents which
13 the parties intend to produce in this litigation may be classified as described above,
14 specifically information regarding defendant ARAMARK Sports, LLC's
15 ("ARAMARK") employment practices liability insurance policy and/or internal
16 documents regarding its policies, practices, or strategies, as well as plaintiff David
17 Alas' ("Plaintiff") medical history, and financial documents or records that may be
18 of a personal and confidential nature; and

19 **WHEREAS**, the parties only seek to stipulate and enter into a protective
20 order that is limited to the discovery as described in this Stipulation.

21 IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff
22 and ARAMARK and by and between their undersigned counsel of record, that this
23 Court, subject to the Court finding good cause pursuant to Federal Rules of Civil
24 Procedure Rule 26(c), enter the following Stipulation of Confidentiality and
25 Protective Order with respect to pre-trial discovery:

26 1. Plaintiff and ARAMARK shall have the right to limit access to any
27 document produced in discovery or other item relevant to this litigation, including
28 without limitation, answers to interrogatories and any portion of deposition

1 testimony or other testimony by a witness, to the counsel for the parties.

2 2. Such documents or other tangible items must be designated by
3 conspicuously stamping the words “COUNSEL ONLY” on each page of the
4 designated material or by notifying the other party in writing of the material to be
5 considered so designated. Should counsel for either party anticipate that material
6 designated “COUNSEL ONLY” may be used at a deposition or mediation, counsel
7 will contact opposing counsel and discuss the parameters for the use of “COUNSEL
8 ONLY” material. Counsel for the parties agree to attempt to resolve any issues
9 regarding “COUNSEL ONLY” documents without requiring the intervention of the
10 Court. With regard to testimony, a party may limit access to such testimony to the
11 parties’ counsel by notifying the other party of the portion of testimony to be
12 designated on the record at the deposition or in writing no later than fourteen (14)
13 days after the transcript is received.

14 3. Information designated for “COUNSEL ONLY” shall not be disclosed
15 or disseminated to anyone, except:

- 16 a. the counsel for any party, and the employees of such counsel to
17 whom it is necessary that the information be disclosed for
18 purposes of this litigation only; or
19 b. any outside expert engaged by a party for the purposes of
20 assisting in the preparation of this litigation, provided, however,
21 that no such information shall be disseminated to any expert
22 who is currently employed by a direct business competitor of a
23 party or its affiliates subject to review by the Court; or
24 c. any person who was involved in the preparation of the document
25 or information; or
26 d. any person, entity, or firm with the prior written consent of all
27 parties.

28 4. Plaintiff and ARAMARK shall also have the right to designate as

1 CONFIDENTIAL any information produced or transcribed in this action, including,
 2 but not limited to, deposition testimony, interrogatory answers, tangible items,
 3 documents, copies thereof, and any extracts, abstracts, charts, summaries or notes
 4 made there from. Such information may at the instance of either party be deemed
 5 CONFIDENTIAL and subject to the restrictions set forth herein. Categories of
 6 such CONFIDENTIAL information include, but are not limited to, medical and
 7 psychological information/records, insurance information, financial information,
 8 account numbers, social security numbers, personal information of non-party
 9 witnesses, and proprietary information. The parties will use their best efforts to
 10 limit the number of documents designated CONFIDENTIAL.

11 5. Such documents or other tangible items must be designated by
 12 conspicuously stamping the words "CONFIDENTIAL" on each page of the
 13 designated material or by notifying the other party in writing of the material to be
 14 considered so designated. With regard to testimony, a party may designate portions
 15 of the record CONFIDENTIAL by notifying the other party on the record at the
 16 deposition or in writing no later than fourteen (14) days after the transcript is
 17 received.

18 6. CONFIDENTIAL information shall be held in confidence by each
 19 qualified recipient to whom it is disclosed, shall be used only for purposes of this
 20 action, shall not be used for any business purpose, and shall not be disclosed to any
 21 person who is not a qualified recipient. All produced CONFIDENTIAL
 22 information shall be carefully maintained so as to preclude access by persons who
 23 are not qualified recipients. Information designated "CONFIDENTIAL" shall not
 24 be disclosed or disseminated to anyone, except the following qualified recipients:

- 25 a. a party, counsel for any party, and the employees of such
- 26 counsel to whom it is necessary that the information be
- 27 disclosed for purposes of this litigation only; or
- 28 b. any expert engaged by a party or individuals retained to perform

1 investigative work or fact research for the purpose of assisting
 2 counsel in the preparation of this litigation, provided, however,
 3 that no CONFIDENTIAL information shall be disseminated to
 4 any expert who is employed by a direct business competitor of
 5 ARAMARK or its affiliates; or

6 c. any person who was involved in the preparation of the document
 7 or information; or

8 d. any other person, entity, or firm with the prior written consent of
 9 all parties; or

10 e. deposition notaries and staff; or

11 f. deponents during their depositions or in preparation therefore
 12 provided they have executed Exhibit A if they do not fall within
 13 another classification of this list; or

14 g. the Court and such other court staff who of necessity must have
 15 access in order to ensure a fair and equitable disposition of this
 16 matter, provided the CONFIDENTIAL information is filed as a
 17 sealed/restricted document pursuant to Section 10 below.

18 7. Persons to whom CONFIDENTIAL information is shown shall be
 19 informed of the terms of this Order and advised that its breach may be punished or
 20 sanctioned as a contempt of the Court. Deponents may be shown CONFIDENTIAL
 21 materials during their deposition but shall not be permitted to keep copies of said
 22 CONFIDENTIAL materials nor any portion of the deposition transcript reflecting
 23 the CONFIDENTIAL information.

24 8. Any party that provides "COUNSEL ONLY" or "CONFIDENTIAL"
 25 documents or other discovery obtained from the other party in the course of this
 26 litigation to any person (other than a qualified individual) will first obtain from such
 27 person, prior to any such dissemination, a written statement in the format attached
 28 as Exhibit A hereto, that such person agrees to be bound by this Stipulation of

1 Confidentiality and Protective Order. The undersigned counsel shall maintain a list
2 of all such persons along with the written agreement of each person. Upon request
3 of any party at any time, counsel in possession of the written agreements shall
4 immediately provide copies of the written agreements to the requesting party.

5 9. All documents obtained during discovery are to be used only for this
6 litigation, and for no other purpose whatsoever.

7 10. When any document or information designated "CONFIDENTIAL" or
8 "COUNSEL ONLY," or other pleadings or papers disclosing or referring to such
9 information are used in connection with any motion, hearing, filing, or other
10 submission to the Court, the party intending to use such "CONFIDENTIAL" or
11 "COUNSEL ONLY" documents or information shall, in accordance with the
12 provisions of Local Rule 79-5.1, seek approval of the Court to file such documents
13 or information under seal and use an envelope marked as follows:

14 CONFIDENTIAL/RESTRICTED:

15 The contents of this envelope are not to be revealed to anyone except
16 the Court, or with the prior consent of all the parties herein, or
17 pursuant to any other Order of this Court. If the contents are thus
18 revealed, they shall thereafter be resealed.

19 11. Nothing in this Stipulation shall preclude any party from challenging a
20 designation of "CONFIDENTIAL" or "COUNSEL ONLY" by another party.

21 12. If any party elects to challenge a designation of any document,
22 deposition testimony, or information pursuant to this order, that party must provide
23 at least five days advance notice to afford the designating party an opportunity to
24 voluntarily remove such designation.

25 13. If, after the five-day period has expired, the designating party has not
26 agreed to remove the designation and the parties are otherwise unable to resolve the
27 challenge to the designation, the challenging and designating parties shall contact
28 the Court for a determination of whether the challenged designation is appropriate.

1 The challenging party shall provide the Court with one copy of each document,
2 response, or portion of transcript challenged. The designating party has the burden
3 of proving the applicability and/or correctness of any designation.

4 14. If the challenge is not resolved by agreement, or by voluntary removal,
5 and if the Court is not contacted, then the designation shall remain in effect and
6 shall continue to apply to such document or information.

7 15. If a party challenges a designation of "CONFIDENTIAL" or
8 "COUNSEL ONLY" to the Court, the material is to be treated as
9 "CONFIDENTIAL" or "COUNSEL ONLY" until such time as the Court has ruled
10 on the challenge.

11 16. Nothing in this Stipulation shall preclude any party from seeking a
12 Court Order binding third parties to abide by this Stipulation.

13 17. Within thirty days of final judgment inclusive of appeals and petitions
14 for review, each party shall retrieve all copies of materials designated
15 "CONFIDENTIAL" or "COUNSEL ONLY" from his or its own files, and from
16 experts or other persons to whom he or it has provided such materials consistent
17 with this Stipulation of Confidentiality and Protective Order, and shall do one of the
18 following: (1) return to the designating party all such materials, including all copies
19 thereof, produced by such designating party during this action; or (2) certify in
20 writing to the designating party that all materials designated "CONFIDENTIAL" or
21 "COUNSEL ONLY" produced by such other party during this action have been
22 destroyed. All material protected by this Stipulation of Confidentiality and
23 Protective Order which have been placed in any computer database, hard drive, or
24 disk shall be completely erased, and any documents listing or summarizing
25 information protected by this Stipulation of Confidentiality and Protective Order
26 shall be destroyed within the same period. Nothing in this paragraph shall apply to
27 documents contained within the files of the parties' respective attorneys.

28 18. Nothing herein contained shall be construed to preclude or limit any

1 party from opposing any discovery on any grounds that would otherwise be
2 available. By agreeing to the entry of this Protective Order, the parties hereto adopt
3 no position as to the admissibility of documents produced subject to this Stipulation
4 of Confidentiality and Protective Order. This Stipulation shall not, in and of itself,
5 prejudice any contention of any party upon any motion, nor shall this Stipulation
6 constitute a waiver of any right to seek relief from the Court from any and all of the
7 provisions hereof or other modifications of the terms hereof. This Stipulation shall
8 not limit any party's right to seek judicial review or to seek further and additional
9 protection against or limitation upon production or dissemination of information
10 and documents or their contents.

11 19. Nothing in this order shall bar or otherwise restrict any attorney from
12 rendering advice to his/her client with respect to the litigation and, in the course
13 thereof, referring to or relying upon his examination of CONFIDENTIAL
14 information; provided, however, that in rendering such advice and in otherwise
15 communicating with his/her clients, the attorney shall not make specific disclosure
16 of any item of CONFIDENTIAL information unless the person(s) to whom the
17 attorney is rendering advice and otherwise communicating with is a person
18 identified in Paragraph 6.

19 20. Nothing herein shall be construed to preclude or limit the presence of
20 any individual at any hearings in or the trial of this action.

21 21. Upon the final resolution of this litigation, the provisions of this Order
22 shall continue to be binding. This Court expressly retains jurisdiction over this
23 action for enforcement of the provisions of this Order following the final resolution
24 of this litigation.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DAVID ALAS,

Plaintiff,

vs.

ARAMARK SPORTS, LLC; and
DOES 1 THROUGH 50, inclusive,

Defendants.

Case No. CV 11-1915-PSG (JEMx)

[Assigned to Hon. John E. McDermott for
discovery matters]

**EXHIBIT A – ACKNOWLEDGMENT
OF CONFIDENTIALITY AND
PROTECTIVE ORDER**

I hereby certify that I have read the Stipulation of Confidentiality and Protective Order entered into by the parties in the above-captioned litigation. I hereby agree to be bound by the terms of the Stipulation of Confidentiality and Protective Order and to submit personally to the jurisdiction of the Court for purposes of enforcing my agreement to be bound by the terms of the Stipulation of Confidentiality and Protective Order.

I hereby agree that I will use any documents or other discovery produced or provided by a party in the above-captioned litigation for the sole and limited purposes of preparation for and trial of the above-captioned litigation.

Name: _____

Signed: _____

Title: _____

Dated: _____